

4-0308  
02-30

THIS BOOK DOES  
NOT CIRCULATE

1971-72

THIS AGREEMENT made the 14 day of JUNE 1971,  
between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred  
to as the Board, and

THE LITTLE FERRY EDUCATION ASSOCIATION, hereinafter referred  
to as the Association.

W I T N E S S E T H:

WHEREAS, the Board is required by law to negotiate with the  
Association on wages and the terms and conditions of employment,  
and,

WHEREAS, the parties through good faith negotiations have  
reached agreement in all matters and desire to execute this  
contract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants  
and conditions hereinafter contained, the parties hereto agree  
as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Education  
Association as the exclusive bargaining representative for all  
certified teaching personnel and all nurses under contract, but  
excluding supervisory and executive personnel, office, clerical  
and maintenance and operating employees.

(a) The terms "teacher(s)" or "nurse(s)" when used  
hereinafter in this agreement shall refer to all employees  
represented by the name of the employee organization in the  
bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and  
agents. The Board agrees not to negotiate with any organization  
other than that designated as the representative, above mentioned,  
for the duration of this agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of

the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion; and to promote, and transfer all such employees;

(c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

### 3. LUNCH HOUR DUTIES

Teachers will be assisted in lunchroom duties and lunch hour playground supervision by aides. These aides will be directly responsible to an assigned teacher who shall be stationed in the building to discharge her legal obligations.

### 4. ASSOCIATION RIGHTS AND PRIVILEGES

(a) Use of School Buildings - The Association through its duly appointed representative shall have the right to request use of school buildings at reasonable times for meetings. The Principal of the building shall receive requests at least 48 hours prior to the proposed meeting, if possible, and shall grant reasonable requests where possible if there is no scheduling conflict.

(b) The Association shall have use of a bulletin board in each building which bulletin board shall be located in the faculty lounge.

(c) The Association shall have the right to use teachers' mailboxes to distribute material dealing with the proper and legitimate business of the Association.

### 5. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

The Board hereby establishes a Professional Development and Educational Improvement Committee to act upon requests from teachers to attend courses, workshops, seminars, conferences, in service training sessions or other such sessions. The committee shall be comprised of four (4) members consisting of the Superintendent of Schools, one building principal (to be appointed by the Superintendent with Board approval) and two teaching representatives (to be elected by the teaching staff for a two

year term).

All recommendations of this committee must be approved by the Board of Education.

6. PROFESSIONAL INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable teachers to meet the requirements for advanced standing on the salary guide through activities that will best serve their needs as teachers.

(b) All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the principal of each building.

(c) Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, institutions of higher learning or other professional organizations.

(d) Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit  
24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored or approved by the Board shall be determined by the

total number of hours, i.e.:

12 hours equals: 1 Credit  
24 hours equals: 2 Credits, etc.

iv. Any accumulation of fifteen (15) credits submitted by a teacher to meet requirements for advanced standing on the salary guide must consist of ten (10) credits earned in graduate study in an accredited college or university.

(f) The Board of Education shall reimburse any teacher participating in the Professional Incentive Program for any tuition fees incurred by the teacher up to a maximum for any teacher of Two Hundred <sup>Fifty</sup> Dollars (\$250.00) per year.

i. Reimbursement for tuition fees incurred for credit activity shall be made in September of the school year following the year in which said fees were incurred but shall be applied toward the maximum reimbursement allowed for the year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development and Educational Improvement Committee, approved by the Board and satisfactorily completed by the teacher.

B. The teacher remains in the employ of the Board for the subsequent school year.

ii. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 6 (f) i. A. of this agreement. Reimbursement for non-credit activity shall be applied toward the Two Hundred Fifty (\$250.00) Dollar maximum reimbursement for the year in which the expense was incurred.

#### 7. TEMPORARY ABSENCES AND LEAVES

(a) General Policy - Under no circumstances shall any person be absent from school without the knowledge of the Superintendent's office. Notification shall take place prior to

the opening of the school day in accordance with procedures heretofore in effect.

(b) Personal Illness - Absences for personal illness shall be allowed and shall include full pay for ten (10) school days in each school year. If less than ten (10) days of allowed sick leave is taken in any school year, the unused days may be accumulated without limit, beginning from the date of current continuous employment by the Board, to be available in case of personal illness in subsequent school years. The term "current continuous employment" as used in this sub-paragraph shall include time on authorized leave provided there is a return to work immediately at the end of such leave.

(c) Illness in the Family - Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one to five days leave at one-half pay. The number of days shall be determined at the discretion of the Board.

(d) Death in the Immediate Family - A maximum of four (4) days without loss of pay will be allowed for absence due to death in the immediate family. The four days shall be reduced by any intervening non-school day(s); for example, if the first day is taken on a Friday, only that day and the immediately following Monday shall be allowed with pay. Leave beyond the four day period may be allowed at one-half pay in the discretion of the Board. The immediate family is defined as spouse, children, parent, brothers and sisters, and any other permanent member of the household of which the teacher is a member. In the event of the death of an uncle, aunt, mother-in-law, or grandparent, there shall be allowed a one day absence without loss of pay.

(e) Quarantine - Absences due to quarantine on account of a contagious disease, when such quarantine is not due to

personal illness, shall be allowed with pay. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary for all absences due to quarantine under this section.

(f) Court Subpoena - Absence required by subpoena shall be allowed for one school day with pay. Additional days where required by subpoena and documented to the satisfaction of the Board may be allowed at one-half pay. If a teacher or nurse is a party to a suit, other than as a defendant in a litigation arising as a result of school duties, absences from school as a result thereof shall be granted in accordance with the section on Personal Leave.

(g) Personal Leave - A maximum of two school days per year shall be allowed with pay for discharge of important personal matters; family business, legal and religious responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. At least three (3) days' notice in writing shall be given to the Superintendent, except for emergent matters. All personal leave shall be subject to the Superintendent's approval. One unused personal day may be accumulated and forwarded to the subsequent year so as to provide a total of not more than three (3) days personal leave in any year.

(h) Inclement Weather - When schools are open for pupils in inclement weather, teachers and nurses shall report for duty. If a teacher or nurse cannot reach his post because of inclement weather, a detailed explanation, in writing, must be submitted to the Board Secretary if any pay is sought for such absence. Payment for such absence shall be at the discretion of the Board.

(1) Any absence or time allowed under any provision of the paragraph entitled "Temporary Absences and Leaves" shall be non-cumulative except where otherwise expressly provided.

## 8. EXTENDED LEAVES OF ABSENCE

(a) Maternity Leave - A maternity leave up to a maximum of twenty-four (24) calendar months without pay may be granted to all tenure women teachers and nurses provided that such leave is requested in writing. The Superintendent shall be notified as soon as it is known that such leave will be necessary but not more than thirty (30) days after confirmed situation. A teacher or a nurse shall not be permitted to work beyond the fourth (4th) month of pregnancy unless the Board modifies this rule as it may deem advisable.

(b) Personal Health and Family Hardship - A leave up to a maximum of twelve (12) calendar months without pay may be granted to all teachers and nurses by the Board upon the recommendation of the Superintendent. An application for such leave for restoration of health or the alleviation of personal or family hardship shall be made in writing to the Superintendent.

### (c) Sabbatical Leave

i. Requests for sabbatical leave shall be filed with the Superintendent in writing on forms furnished by him no later than November 1 of the year immediately preceding the school year for which the sabbatical leave is requested.

ii. Not more than two teachers of the staff will be granted a sabbatical leave in any one year.

iii. Sabbatical leave for study - All teachers holding appropriate certificates who have served satisfactorily for a period of at least seven (7) years in Little Ferry may be granted, without pay, a leave of absence for appropriate study for either one-half of a school year or for a full school year. A teacher may return to his position upon his return from a sabbatical leave.

The following activities shall be considered appropriate study.



A. Formal graduate study (verified). A minimum of fifteen (15) points of credits per semester in the individual's own field or work related to that field. The Superintendent shall exercise discretionary powers of approval.

B. Writing of a doctoral thesis (verified).

C. Schedule of study and travel, planned in consultation with the Superintendent.

#### 9. HOSPITALIZATION AND HEALTH BENEFITS

The Board will pay the full cost of New Jersey State Health Benefits Insurance Plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J. by Prudential for all members. The Board will also pay the full cost (100%) for their dependents. Any teacher whose status changes after June 1971 shall also be eligible for dependent coverage.

#### 10. SALARY

See Schedule A, a copy of which is attached hereto and made a part hereof.

#### 11. LONGEVITY PAY

In consideration of long term tenure, the Board of Education will grant the following:

(a) An additional three (3%) per cent of the base pay (last step on prevailing guide) for teacher personnel after twenty (20) years of service in the Little Ferry School District.

(b) An additional four (4%) per cent of the base pay (last step on prevailing guide) for teacher personnel after twenty-five years (25) of service in the Little Ferry School District.

(c) An additional five (5%) per cent of the base pay

(last step on prevailing guide) for teacher personnel after thirty (30) years of service in the Little Ferry School District.

#### 12. DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers and nurses dues for the Little Ferry Education Association, the Bergen County Education Association, the New Jersey Education Association, or the National Education Association or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in the manner set forth in Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e).

#### 13. GRIEVANCE PROCEDURE

##### (a) Policy

1. To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

##### (b) Definitions

1. A grievance shall mean a complaint by an employee(s) (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he (they) has (have) been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (f) or a complaint by any certificated personnel occasioned by

appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

ii. The teacher "organization" recognized by the Board as the official and exclusive representative for the full time professional employees of this school district shall in all instances be the Little Ferry Education Association.

iii. The "Association's Committee on Professional Rights and Responsibilities" (hereinafter referred to as the "P.R. & R. Committee") shall be composed of three teacher organization members. Selection of this committee shall be made by periodically held elections by the organization membership. The Superintendent of Schools and the President of the Board of Education shall be notified in writing, within three (3) days, of any changes in committee membership. It is the purpose of this committee to determine whether or not an employee's (s') grievance is in fact justifiable.

(c) Procedure

i. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement.

ii. In presenting his (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

iii. The member(s) shall have the right to present his (their) appeal or to designate the P.R. & R. Committee to appear with him (them) or for him (them) at any step in his (their) appeal.

Step 1. Any professional employee(s) who has (have) a grievance shall discuss it first with his (their) principal in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing to the P.R. & R. Committee for reviewing the grievance. The grievance shall be prepared in the following form.

- A. The nature of the grievance.
- B. The nature and extent of the injury, loss or inconvenience.
- C. The results of previous discussions.
- D. His (their) dissatisfaction with decisions previously rendered.

Step 3. The P.R. & R. Committee will, upon reviewing the situation, submit their recommendations in writing within three (3) days to the aggrieved employee(s) and the principal. If the P.R. & R. Committee finds that a valid grievance does not exist, no further actions will be taken. Should, however, the committee decide that the grievance as submitted, warrants further consideration, the principal will be requested to implement the P.R. & R. Committee's recommendation.

Step 4. If the employee's is (are) not satisfied with the principal's decision, he (they) may appeal to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his (their) dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee(s) and the principal.

Step 5. If the grievance is not resolved to the employee's(s') satisfaction, he (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s), whichever comes later.

Step 6. If, after Step 5, the aggrieved employee(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may within five (5) school days, request in writing, that the P.R.& R. Committee submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC). If the P.R.& R. Committee determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s).

Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution.

(d) No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R.& R. Committee, or any other participant in the grievance procedure by reason of such participation.

(e) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

(f) All meetings and hearings under this procedure shall not be conducted in public and shall include only such

parties in interest and their designated or selected representatives heretofore referred to in this article.

14. PROTECTION OF TEACHERS' PROPERTY

The Board shall assist the teachers to recover under insurance policies held by the Board for any loss or damage to clothing or other personal property where said loss or damage is incurred while the teacher is on duty in the school, on the school premises, or on a school-sponsored activity, provided the loss or damage is not due to the teacher's negligence.

15. SUCCESSOR AGREEMENT

The parties hereto agree to meet at reasonable times to negotiate a successor agreement in good faith. The Board and the Association each agree to appoint properly authorized representatives to meet in private and confidential sessions with the representatives of the other party.

Negotiations shall commence with a procedural session on or before November 1, 1971 to establish items such as the following: (a) time and dates of meetings; (b) procedure for presentation of proposals; (c) procedure for presentation of additional proposals and counterproposals.

16. EFFECTIVE DATE

This Agreement executed on or before the first day of July, 1971, shall continue in full force and effect without change until completion of the required school year (as per New Jersey State Law) of 1971-1972.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY BOARD OF EDUCATION

By: \_\_\_\_\_

President

ATTEST:

Arthur G. Hutter  
Secretary

LITTLE FERRY EDUCATION ASSOCIATION

By: Kathy Brown  
President

ATTEST:

Patricia J. Maschell  
Secretary

SCHEDULE "A"

LITTLE FERRY TEACHER SALARY GUIDE - 1971-1972

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	\$8,200	\$8,600	\$9,000	\$9,400	\$9,800
1	8,400	8,800	9,200	9,600	10,000
2	8,600	9,000	9,400	9,800	10,200
3	8,950	9,350	9,750	10,150	10,550
4	9,300	9,700	10,100	10,500	10,900
5	9,650	10,050	10,450	10,850	11,250
6	10,000	10,400	10,800	11,200	11,600
7	10,350	10,750	11,150	11,550	11,950
8	10,800	11,200	11,600	12,000	12,400
9	11,250	11,650	12,050	12,450	12,850
10	11,700	12,100	12,500	12,900	13,300
11	12,150	12,550	12,950	13,350	13,750
12	12,600	13,000	13,400	13,800	14,200
13			13,850	14,250	14,650
14					15,100

<u>Increments</u>		<u>Longevity Pay</u>	
Steps 1 and 2	- \$200	20 years	- 3%
Steps 3 thru 7	- \$350	25 years	- 4%
Steps 8 thru maximum	- \$450	30 years	- 5%

SCHEDULE "A"



SCHEDULE "B"

LITTLE FERRY NURSES' SALARIES 1971-1972

<u>Nurse</u>	<u>Salary</u>
Mrs. Carmela Peccorella	\$8,200.00
Mrs. Marguerite Taglibue	\$8,200.00

This salary guide shall apply only if the named nurse(s) has (have) completed all requirements for a Bachelor's Degree from an accredited college or university on or before September 1, 1971.